

DECISION

**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-221992.3 **DATE:** March 12, 1986
MATTER OF: M.C. Dean Electrical Contracting, Inc.--
Reconsideration

DIGEST:

Dismissal of protest as untimely is affirmed on reconsideration where neither "good cause" nor "significant issue" exception applies.

M.C. Dean Electrical Contracting, Inc., requests reconsideration of our February 21 dismissal of its protest under solicitation No. DTFA15-85-B-10023, issued by the Federal Aviation Administration (FAA), Department of Transportation. We affirm the dismissal.

M.C. Dean originally protested, in a letter received in our Office February 10, that FAA improperly had permitted Kennedy Electric, the low bidder, to increase its bid by \$101,700 based on a claimed mistake. Although Kennedy's bid remained low, M.C. Dean argued that the increase should not have been permitted and that M.C. Dean instead should have received the award. We dismissed the protest by notice dated February 13, because M.C. Dean had failed to furnish the FAA with a copy of its protest within 1 day after filing the protest in our Office, as specifically required by our Bid Protest Regulations, 4 C.F.R. § 21.1(f) (1985).

M.C. Dean thereafter refiled its protest by letter dated February 17, received by us on February 20. Although M.C. Dean apparently timely furnished FAA with a copy of this protest, the protest was untimely and not for consideration since the refiling date, February 20, was more than 10 working days after M.C. Dean had learned of FAA's position as expressed in a January 27 letter. See 4 C.F.R. § 21.2(a)(2). We therefore dismissed M.C. Dean's refiled protest by notice dated February 21.

M.C. Dean does not challenge our determination that its protest was untimely but, rather, asserts that we should review the matter notwithstanding the question of timeliness.

We will review an untimely protest where good cause is shown or where we determine that the protest raises issues significant to the procurement system. See 4 C.F.R. § 21.2(c). The good cause exception to our timeliness rules is limited to circumstances where some compelling reason beyond the protester's control prevented the timely filing of the protest. Taurio Corp., B-219008.2, July 23, 1985, 85-2 C.P.D. ¶ 74. This is not the case here, as the late filing was due to M.C. Dean's initial failure to comply with the requirement that the contracting agency be furnished a copy of the protest.

The significant issue exception will be invoked only where the subject matter of the protest is of widespread interest or importance to the procurement community and involves a matter that has not been considered in a previous decision. Coliseum Construction, Inc., B-218881.2, July 24, 1985, 85-2 C.P.D. ¶ 78. We have considered numerous protests challenging an agency's decision to permit correction of an alleged bid mistake. See, e.g., Quality Roofing Co., Inc., B-218095, Mar. 15, 1985, 85-1 C.P.D. ¶ 313. In any case, the question of whether a bidder should be permitted to correct an alleged mistake in a certain case, in our view, would not be of any special interest to the procurement community.

We point out for M.C. Dean's information that a low bidder properly may be permitted to correct a mistaken bid upward where evidence presented by the bidder clearly shows the mistake and the intended bid and no other bid would be displaced by the correction. Federal Acquisition Regulation, 48 C.F.R. § 14.406-3 (1984). The FAA has indicated that such is the situation in this case, and nothing in M.C. Dean's protest submissions establishes otherwise.

The dismissal is affirmed.

for *Seymour S. Gfro*
Harry R. Van Cleve
General Counsel